

RECORDATION NO. 17151-A FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

JUN 30 '05 2-49 PM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

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June 30, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption of Leases Agreement, dated as of June 29, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease previously filed with the Commission under Recordation Number 17151.

The names and addresses of the parties to the enclosed document are:

Assignor: State Street Bank and Trust Company
225 Franklin Street
Boston, Massachusetts 02110

Assignee: Cypress Gondola Car Leasing LLC
Bayside Plaza
188 The Embarcadero
Suite 420
San Francisco, California 94015

Mr. Vernon A. Williams
June 30, 2005
Page 2

A description of the railroad equipment covered by the enclosed document
is:

88 railcars: FPBX 591 – FPBX 678.

A short summary of the document to appear in the index is:

Assignment and Assumption of Leases Agreement.

Also enclosed is a check in the amount of \$33.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

JUN 30 '05

2-49 PM

ASSIGNMENT AND ASSUMPTION OF LEASES AGREEMENT**SURFACE TRANSPORTATION BOARD**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, State Street Bank and Trust Company, a Massachusetts trust company (the "**Assignor**"), hereby sells, assigns, transfers and sets over unto Cypress Gondola Car Leasing LLC, a California limited liability company (the "**Assignee**") (i) good and marketable title to all of Assignor's right, title and interest as lessor under that certain Rental Schedule and Certificate of Acceptance No. F-61-1 dated as of December 31, 1990 (the "**Lease Schedule**") to that certain Master Equipment Lease Agreement No. 8504NJG193 dated as of April 5, 1985 (the "**Master Lease**"), between International Paper Company, a New York corporation, as successor in interest by merger to Federal Paper Board Company, Inc. ("**Lessee**"), and Assignor's predecessor in interest as lessor under the Lease, American Finance Group, a Massachusetts general partnership ("**AFG**"), as amended pursuant to that certain Lessee's Consent, Acknowledgment and Agreement dated as of December 31, 1990 among John Hancock Leasing Corporation, Lessee and AFG (as amended, collectively referred to as the "**Lease**") with respect to those certain rail cars (herein called the "**Cars**") described in Schedule 1 annexed hereto, and (ii) all assignable and subsisting warranties and indemnities given by any manufacturer, supplier or prior owner of any Car (as defined in the Purchase Agreement, as defined below) or part thereof to Assignor, each free and clear of all Liens of any kind whatsoever except for Permitted Liens.

Except as otherwise specifically set forth herein or in the Rail Car Purchase and Sale Agreement dated June 29, 2005 (the "**Purchase Agreement**"), by and between Assignor and Assignee, the assignment set forth herein is made without warranty or representation of any kind or type whatsoever, including with respect to the collectibility of any Lease. Assignor hereby agrees to execute such further documentation as Assignee may reasonably request in order to carry out the purpose of this Assignment and Assumption of Leases Agreement (the "**Assignment**"). Defined terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

Assignee hereby accepts all of the rights and assumes all of the obligations of Assignor as lessor under the Lease arising, accruing or occurring from and after the date hereof as if the Assignee had been an original party thereto. Assignor shall have no liabilities or obligations as lessor under the Lease arising, accruing or occurring from and after the date hereof. Assignor agrees to perform when due all obligations of Assignor under the Lease arising, accruing or occurring prior to the date hereof. Assignee acknowledges and agrees that Assignor has not assigned to Assignee, and Assignee has not accepted any rights of Assignor to, any liability insurance payments or indemnity payments made after the date hereof but relating to acts or events prior to the date hereof or relating to Assignor's prior ownership of the Cars and the Lease.

This instrument shall be governed by and construed in accordance with the laws of the State of California.

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Delivery by telecopy by a party of a copy of an executed counterpart hereof shall constitute execution and delivery hereof by such party.

This Assignment shall inure to the benefit of, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, as permitted by the Purchase Agreement. Any amendments to this Assignment shall be made only in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned, have executed this instrument as of the date written below.

Dated as of: June 29, 2005

ASSIGNOR:

**STATE STREET BANK AND
TRUST COMPANY,**
a Massachusetts trust company

By: _____

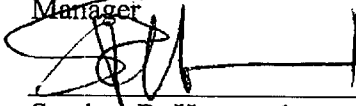
Its: _____

ASSIGNEE:

**CYPRESS GONDOLA CAR
LEASING LLC,**
a California limited liability company

By: Cypress Equipment Management
Corporation III

Its: Manager

By:  _____
Stephen R. Harwood

Its: President

Delivery by telecopy by a party of a copy of an executed counterpart hereof shall constitute execution and delivery hereof by such party.

This Assignment shall inure to the benefit of, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, as permitted by the Purchase Agreement. Any amendments to this Assignment shall be made only in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned, have executed this instrument as of the date written below.

Dated as of: June __, 2005

ASSIGNOR:

**STATE STREET BANK AND
TRUST COMPANY,**
a Massachusetts trust company

By: _____

Its: _____

ASSIGNEE:

**CYPRESS GONDOLA CAR
LEASING LLC,**
a California limited liability company

By: Cypress Equipment Management
Corporation III

Its: Manager

By: _____

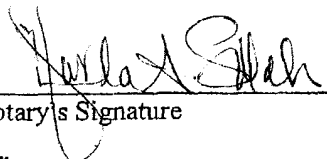
Stephen R. Harwood

Its: President

State of Massachusetts
County of Suffolk

On June 23, 2005, before me, Carla A. Sillah, a Notary Public in and for the State of MA, personally appeared Joseph R. Motta, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary's Signature

Carla A. Sillah, Notary Public
My Commission Expires January 5, 2007

State of California
County of San Francisco

On _____, 2005, before me, _____, a Notary Public in and for the State of California, personally appeared STEPHEN R. HARWOOD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature

State of _____
County of _____

On _____, 2005, before me, _____, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

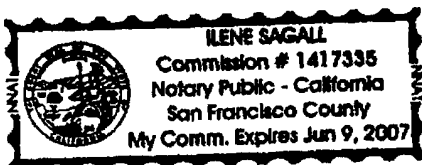
WITNESS my hand and official seal.

Notary's Signature

State of California
County of San Francisco

On JUNE 24, 2005, before me, ILENE SAGALL, a Notary Public in and for the State of California, personally appeared STEPHEN R. HARWOOD, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Ilene Sagall
Notary's Signature

SCHEDULE 1 to
Assignment and Assumption of Lease Agreement

List of Cars

Car Count	Car Initials	Car Number	Year Built	Original Purchase Price	AAR Code
1	FPBX	638	1990	\$49,991.00	J314
2	FPBX	639	1990	\$49,991.00	J314
3	FPBX	642	1990	\$49,991.00	J314
4	FPBX	644	1990	\$49,991.00	J314
5	FPBX	653	1990	\$49,991.00	J314
6	FPBX	645	1990	\$49,991.00	J314
7	FPBX	646	1990	\$49,991.00	J314
8	FPBX	648	1990	\$49,991.00	J314
9	FPBX	649	1990	\$49,991.00	J314
10	FPBX	650	1990	\$49,991.00	J314
11	FPBX	651	1990	\$49,991.00	J314
12	FPBX	654	1990	\$49,991.00	J314
13	FPBX	655	1990	\$49,991.00	J314
14	FPBX	657	1990	\$49,991.00	J314
15	FPBX	615	1990	\$49,991.00	J314
16	FPBX	629	1990	\$49,991.00	J314
17	FPBX	632	1990	\$49,991.00	J314
18	FPBX	635	1990	\$49,991.00	J314
19	FPBX	636	1990	\$49,991.00	J314
20	FPBX	630	1990	\$49,991.00	J314
21	FPBX	633	1990	\$49,991.00	J314
22	FPBX	637	1990	\$49,991.00	J314
23	FPBX	640	1990	\$49,991.00	J314
24	FPBX	641	1990	\$49,991.00	J314
25	FPBX	591	1990	\$49,991.00	J314
26	FPBX	596	1990	\$49,991.00	J314
27	FPBX	598	1990	\$49,991.00	J314
28	FPBX	602	1990	\$49,991.00	J314
29	FPBX	603	1990	\$49,991.00	J314
30	FPBX	593	1990	\$49,991.00	J314
31	FPBX	594	1990	\$49,991.00	J314
32	FPBX	595	1990	\$49,991.00	J314
33	FPBX	597	1990	\$49,991.00	J314
34	FPBX	599	1990	\$49,991.00	J314
35	FPBX	605	1990	\$49,991.00	J314
36	FPBX	607	1990	\$49,991.00	J314
37	FPBX	609	1990	\$49,991.00	J314
38	FPBX	610	1990	\$49,991.00	J314
39	FPBX	592	1990	\$49,991.00	J314
40	FPBX	601	1990	\$49,991.00	J314
41	FPBX	604	1990	\$49,991.00	J314
42	FPBX	612	1990	\$49,991.00	J314
43	FPBX	616	1990	\$49,991.00	J314
44	FPBX	600	1990	\$49,991.00	J314
45	FPBX	606	1990	\$49,991.00	J314

46	FPBX	608	1990	\$49,991.00	J314
47	FPBX	611	1990	\$49,991.00	J314
48	FPBX	613	1990	\$49,991.00	J314
49	FPBX	617	1990	\$49,991.00	J314
50	FPBX	618	1990	\$49,991.00	J314
51	FPBX	619	1990	\$49,991.00	J314
52	FPBX	621	1990	\$49,991.00	J314
53	FPBX	622	1990	\$49,991.00	J314
54	FPBX	623	1990	\$49,991.00	J314
55	FPBX	624	1990	\$49,991.00	J314
56	FPBX	625	1990	\$49,991.00	J314
57	FPBX	628	1990	\$49,991.00	J314
58	FPBX	631	1990	\$49,991.00	J314
59	FPBX	614	1990	\$49,991.00	J314
60	FPBX	620	1990	\$49,991.00	J314
61	FPBX	626	1990	\$49,991.00	J314
62	FPBX	627	1990	\$49,991.00	J314
63	FPBX	634	1990	\$49,991.00	J314
64	FPBX	643	1990	\$49,991.00	J314
65	FPBX	647	1990	\$49,991.00	J314
66	FPBX	652	1990	\$49,991.00	J314
67	FPBX	656	1990	\$49,991.00	J314
68	FPBX	658	1990	\$49,991.00	J314
69	FPBX	659	1990	\$49,991.00	J314
70	FPBX	660	1990	\$49,991.00	J314
71	FPBX	661	1990	\$49,991.00	J314
72	FPBX	662	1990	\$49,991.00	J314
73	FPBX	663	1990	\$49,991.00	J314
74	FPBX	664	1990	\$49,991.00	J314
75	FPBX	665	1990	\$49,991.00	J314
76	FPBX	666	1990	\$49,991.00	J314
77	FPBX	667	1990	\$49,991.00	J314
78	FPBX	668	1990	\$49,991.00	J314
79	FPBX	669	1990	\$49,991.00	J314
80	FPBX	670	1990	\$49,991.00	J314
81	FPBX	671	1990	\$49,991.00	J314
82	FPBX	672	1990	\$49,991.00	J314
83	FPBX	673	1990	\$49,991.00	J314
84	FPBX	674	1990	\$49,991.00	J314
85	FPBX	675	1990	\$49,991.00	J314
86	FPBX	676	1990	\$49,991.00	J314
87	FPBX	677	1990	\$49,991.00	J314
88	FPBX	678	1990	\$49,991.00	J314

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: June ³⁰~~28~~, 2005

A handwritten signature in black ink, appearing to read 'R. Alvord', written over a horizontal line.

Robert W. Alvord